

November 28, 2001

Superior Court of New Jersey  
Law Division Special Civil Part/Essex County  
465 Martin L. King Blvd.  
Newark, New Jersey 07102

RE: Docket #LT-036038-01  
Weequahic Urban III vs. Patricia McTerrell  
(Landlord) (Tenant)  
2 Keer Ave Apt 1E  
Newark, NJ 07112

Dear Superior Court Judge,

Time and time again, this landlord has filed with the court to have me and my children evicted from Apt#1E at 2 Keer Avenue for alleged non-payment of rent or some trumped up charge that I have violated my lease. The latest and the last straw is the attached notice to vacate by December 2, 001, a Sunday, with no explanation. I cannot continue to deal with this harassment. There has to be a law against this continued slander and harassment that the Management Office for Alpert Development has put me through. Not to mention the money, time, and effort that has been spent trying to appease them when really I am not the person in the wrong here.

This is an update but there is more to be said on this matter. I request to have the case heard before Your Court. On November 2<sup>nd</sup>, I appeared in court to answer a summons for 'non payment of rent' and 'violation of rules and regulations'. This is and was a lie but I showed anyway. I realize the court system was overglutted with cases that day, so I let myself be talked into a stipulation to clear this matter. This was absolutely wrong on my part! I was not in violation of paying my rent. It had already been paid. I did not owe the lawyer for the plaintiff \$750 in legal fees because he had not did do any work that brought me into court. He got away with \$425 worth of legal fees in April that I paid then for nothing. The Management Office keeps reporting I did not pay my rent, when in reality, they are not crediting the rent payments when they are paid and then they run a computer report that shows non payment even though the monies have been received in the lockbox and not returned to me. They are doing this with other tenants I have spoken with also. There is something quite shady going on with this crew. I signed a stipulation to pay my November rent, hand in paperwork for my lease recertification which they claim they did not get through the mail, although, they had some portions of what I mailed in the files when we stepped out to talk. I do not know how I could mail everything from the same place and they only have bits and pieces of it in the files. The Violation was supposedly that I did not supply paperwork and sign a lease. Well I have since supplied this paperwork for the second time and I still do not have a lease. My lease was finished on March 31, 2001. Since then, I have lived as a month to month rental because they failed to supply the paperwork to do a new lease. To date, I still don't have a lease but I was told one would be sent to me on November 5<sup>th</sup>, after I came to the office personally to drop of the papers. Your Honor, they never intended to give me any lease! This was their way of bringing me to court to try to have me evicted and to drum up exorbitant late fees and legal fees. The legal fees could not have been so important or the attorney would not have cut them down on the stipulation from \$750 to \$275 (payable in installments of \$46 per month for the next 6 months). This is ridiculous, Your Honor, and I refuse to pay this money. I signed the stip because your court was picked, I was stressed and needed to get out of there and go to my job, but I am not going to be defrauded by these people. I choose to fight this in Your Court even if it is backed up and you can't hear the case for days.

I do not even know what the current Eviction Notice is for. I paid my November rent on 11/9 directly to the lockbox. The only reason I did not pay on 11/6 is because they breached the verbal contract and I intended to hold the money to force them to give me the lease they were supposed to give since April 1<sup>st</sup>; and to have the massive leak in my bathroom electrical fixture corrected before it starts a fire in my house. It turns out that again, I still do not have a lease; and the fixture was taken down and left in the middle of the floor and no one has been out to fix it since but I went ahead and took the rent to the lockbox on 11/9. I have pictures of this and have notified Code Enforcement and the Fire Department of my concerns. I will send a detailed letter to HUD this week concerning this apartment and what I have been going through with repairs, money, fees, and general harassment and slander.

I ask that you dismiss this Eviction on the grounds that I am not in arrears of rent and that Weequahic Urban II failed to provide me with a lease or uphold their part of the verbal agreement to provide me with a lease and proper repairs or the written stipulation as it relates to this case. I should also mention that I have been active in starting a Tenants Organization in the building and encouraging the tenants to speak out about their problems with the building and the 'lost' money and 'overcharged' fees situation that several of them have incurred. For this reason, I feel I am being harassed and forced out so that Management and their lawyer can keep a hush on what is going on around here. I cannot and will not be silenced, Your Honor. There is no place to move right now and I am not in violation of anything. I will not sign any other stipulations or agreements with the lawyer or management unless I have the benefit of legal counsel. I ask to be allowed to put my future rent payments in escrow with the court. I am in the process of trying to get a lawyer now. I beg you to put this case on the books to be heard and I can come with proof that something is wrong with this situation. In the meantime, please grant a stay on this warrant. Thank you for Your consideration.

Sincerely,

Patricia McTerrell  
Tenant

Cc: Lawyer  
Local HUD Office  
Councilman Donald Bradley's Office  
Alpert Development Group Office

Bcc: HUD Regional Office  
National HUD Office